

**Management Group LLC**

P.O. Box 6834
Lafayette, IN 47903-6834

"A Facilities Management Company"

Phone: (765) 477-6694
Fax: (765) 477-6693

November 23, 2010

City of West Lafayette
609 West Navajo Drive
West Lafayette, IN 47906

Attention: David Buck, P.E.
Reference: West Lafayette -- Facilities Maintenance Services

Dear Mr. Buck,

INTAC Management Group, LLC would like to thank you for the talking with me in regards to the above referenced projects. This annual agreement will be in effect from January 01, 2011 through December 31, 2015 unless either party gives thirty (30) days written notice to the other of intention to cancel agreement. The CITY OF WEST LAFAYETTE reserves the right to reject any agreement if, on inspection, your inspections, response times, workmanship, billing practices, and services are found to be unsatisfactory to the CITY OF WEST LAFAYETTE Engineers office. Normal hourly rates are based at \$140.00 per hour, City of West Lafayette rates are based at \$120.00 per hour. Quotes for the above referenced work are **not to exceed** numbers as follows:

| <u>Hours Breakdown (Monthly)</u> | <u>City Hall</u> | <u>Police Station</u> |
|---|-------------------------|------------------------------|
| January | 30 | 15 |
| February | 30 | 15 |
| March | 30 | 15 |
| April | 30 | 15 |
| May | 30 | 15 |
| June | 30 | 15 |
| July | 30 | 15 |
| August | 30 | 15 |
| September | 30 | 15 |
| October | 30 | 15 |
| November | 30 | 15 |
| <u>December</u> | 30 | 15 |
| Totals | 360 | 180 |

* Any unused monthly hours will carry over into the next month and can be used at different City facilities (i.e... Parks, Street Dept., Fire Station, etc...)

** A review of all hours used and unused will be completed on a quarterly basis by the City and INTAC.

West Lafayette - Maintenance Contract

INTAC's scope of work is as follows:

- 1 --Over-see all facility maintenance and energy issues;
- 2 --Receive all phone calls on maintenance issue from Engineering and Police Departments;
- 3 --Review all maintenance issues and projects;
- 4 --Follow-up all projects for completion;
- 5 --Make any necessary revisions on projects to better serve the City of West Lafayette for the future;
- 6 --Provide contractor sign-in / sign-out data system;
- 7 --Require contractors to supply pricing, labor and materials breakdown, on any project to exceed \$500.00;
- 8--Provide materials, when deemed necessary, to control expenses;
- 9--Review all billings before they are sent on for payment;
- 10-Set-up contracts with vendors to be reviewed quarterly;
- 11-Set-up all contracts (i.e....HVAC, Fire Protection, Generator, Elevators, Garage Doors etc...) to go thru INTAC Management Group LLC. All contract renewal dates with vendors will be the same from year to year.

If you have any questions or comments regarding this information, please call me personally at (765) 447-6694. Upon request, I will provide you with a copy of our Certificate of Insurance. Terms and Conditions are listed on the reverse side of this document.

Sincerely,

INTAC MANAGEMENT GROUP, LLC



Timothy A. Clark

President

Maintenance Program Contracts 2011

FACILITIES MANAGEMENT CONTRACT
INTAC MANAGEMENT GROUP, LLC
CITY HALL & POLICE STATION MAINTENANCE PROGRAM

EFFECTIVE DATE JANUARY 2011

APPROVED:

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Elizabeth M. Stull, Member

Jonathon C. Speaker, Member

ATTEST:

Clerk- Treasurer Judith C. Rhodes

CONSULTANT: INTAC Management Group, LLC

BY: _____

Signature - Authorized Representative

Timothy A. Clark

Name (Print)

President

Title

DATE: _____ December 01, 2010

Terms and Conditions

GENERAL

1. INTAC Management Group, LLC agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. This Agreement is effective as of January 01, 2011 and will remain in effect until December 31, 2015 unless either party gives thirty (30) days written notice to the other of intention to cancel agreement. The above hourly rate will remain at \$120.00 per hour throughout this entire agreement
3. The customer will provide reasonable access to all areas and equipment and will allow INTAC Management Group, LLC to stop and start equipment as may be necessary to fulfill the terms of the Agreement.
4. All building analysis and tasks will be performed during normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.
5. The customer will notify INTAC Management Group, LLC of any defect in the system promptly when it becomes known to them.
6. If any emergency call is made at the customer's request, INTAC Management Group, LLC shall charge the customer at the preferred customer rate for such services.
7. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, valued-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or work furnished hereunder or for their use by INTAC Management Group, LLC on behalf of the customer whether such tax shall be local, state, or federal in nature; provided that customer shall not pay any such tax from which it is exempt by law. This will include but not be limited to the recover, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increase costs due to shortages.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. INTAC Management Group, LLC will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond INTAC Management Group, LLC reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall INTAC Management Group, LLC or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of INTAC Management Group, LLC, by work or action, shall constitute a warranty.
4. INTAC Management Group, LLC warrants materials only to the extent and for the time period said materials are warranted to INTAC Management Group, LLC by the manufacturer(s) of the same. INTAC Management Group, LLC liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by INTAC Management Group, LLC.
5. No acceptance of any payment or instrument marked with any restrictive covenant or other limited or conditional endorsement shall be deemed a waiver of any of INTAC Management Group, LLC rights under this Contract.
6. A late payment charge of 18% (or the maximum interest rate permitted by law) per month, may be applied to Customer's account if monthly invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding. The late payment charge is for costs related to the non-timely payment and shall not be deemed an interest payment. INTAC Management Group, LLC, will make a charge of \$25.00 for any check or negotiable instrument tendered by Customer and returned unpaid by a financial institution for any reason. INTAC Management Group, LLC may demand payment by money order, cashier's check or similarly secure form of payment, at INTAC Management Group, LLC discretion.
7. In the event INTAC Management Group, LLC obtains the services of a collection or repossession agency or an attorney to assist INTAC Management Group, LLC in remedying Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, Customer will be liable for this expense. All litigation and court proceedings will take place in the County of Tippecanoe --Lafayette, Indiana.
8. In the event litigation is commenced to enforce any term or condition of this agreement the prevailing party in such litigation shall be entitled to costs of litigation including a reasonable attorney fee.